# Goods-in-transit cover - Recommended

This provides an indemnity against your liability for loss or damage to goods carried by your insured vehicles in accordance with the conditions of the contract under which you are carrying them. Details as follows:

#### Renewal Date

11 April 2016

Insurer

RSA

## Goods description

Plant & Machinery

### Cover and turnover

Full Responsibility £150,000 per vehicle load limit

Subcontracted:

None

### Excesses (each & every claim)

- £50 in respect of Full Responsibility Cover (Maximum Load Limit £12500)
- £1,000 in respect of Theft of Thief Attractive or High Risk items
- £250 in respect of all other claims
- £100 in respect of drivers' personal effects

#### **Territorial limits**

British Isles / Western Europe / Mainland Europe

#### **Event Limit**

£250,000 per event except for the following:

£20,000 (or insert any lesser limit as appropriate) per event for High Risk Property

£75,000 (or insert any lesser limit as appropriate) per event for **Theft** of **Thief Attractive Property** but this **Event Limit** will not apply if **You** can prove to **Our** satisfaction that neither **You** nor any **Employees** had any means of knowing that such **Thief Attractive Property** was being carried

# Principle terms / conditions / exceptions / exclusions

Based on the information you have provided, the following are the principal terms and / or conditions and / or exceptions and / or exclusions that we have identified as being particularly relevant to your business:

### Principle conditions

## Variation of Contract Conditions:

You must not agree to:

- a) vary the contract conditions specified in the Statement of Cover
- b) accept any special declaration of value nor
- accept any declaration of special interest of delivery

#### Use of Subcontractors:

- a) You must not entrust Property and / or Transportation Equipment to any subcontractor unless they have agreed in writing prior to acceptance (i) to accept no less liability than you have and (ii) to fully indemnify you for all loss and damage
- Under no circumstances whatsoever shall the benefit of the policy pass to any Subcontractor or the insurers of any Subcontractor
- c) You must take all reasonable steps to hold liable any party who has (or may have) a liability in respect of any claim under this Policy, including the giving of written notice in due time and ensuring that any time limit is protected.

## Terms of Employment

You must take reasonable steps to ensure (a) that employees engaged by you are who they say they are and are of good character and (b) that agencies supplying you with drivers on a temporary basis undertake checks to ensure that any person supplied is who they say they are and is of good character. If you fail to undertake such checks your insurer will still indemnify you provided that they consider that such failure was immaterial to the claim.

#### Underinsurance

Where 'full responsibility' cover is provided under your policy and at the time of any damage your liability for property (a) contained in or on any vehicle exceeds the vehicle limit in your policy or (b) exceeds the event Limit in your policy, then you will be considered as being Your own insurer for the difference and shall bear a proportionate share of the claim accordingly.

### Carriage of thief-attractive and / or high-risk property and / or temperature controlled goods

Carriage of thief attractive and / or high-risk property as defined below, or temperature controlled goods must be disclosed to us so that we can discuss the provision of appropriate cover with your insurer.

#### IMPORTANT:

You have advised us that you **do not carry** thief-attractive, high-risk goods or temperature controlled goods and consequently there will be no cover under your policy for such goods.

Thief Attractive Property is defined as:

Bottled perfumery, bottled spirits, clothing and/or footwear, televisions, digital cameras, audio equipment, video equipment and/or associated pre-recorded media, computer equipment, associated software, electrical and/or electronic accessories, non-ferrous metals in sheet, bar, tube, ingot, coil, scrap or similar form.

High Risk Property is defined as:

Bullion, precious metals and/or stones and/or articles made of or containing them, jewellery and/or watches, processed tobacco and/or tobacco products, lap-top, palm-top and similar portable equipment, mobile, cellular, WAP and other portable telephone equipment, system boards, memory boards, microchips, integrated circuits, micro controllers, hard discs, disk-drives, memory SIMMS, memory DIMMS, central processing units, CD ROM drives, PCMIA cards and similar electronic data processing equipment for use with computers and/or hardware and/or programs and/or electronic data processing equipment.

### Movement of machinery and plant

Parts Replacement Clause - If one or more parts of any machinery or plant is damaged, your insurer will not pay more than the cost of repairing, or replacing and refitting the damaged part or parts together with any reasonable costs incurred in such repair, replacement or refitting

Own Motive Power - In addition to the general exclusions, your insurer will not pay claims for damage to property whilst being driven under its own motive power except during loading on to or unloading from the conveying vehicle. For the purposes of this exclusion loading is deemed to commence when the leading wheels or tracks of the property touch the ramp of the conveying vehicle and unloading is deemed to cease when the trailing wheels or tracks leave the ramp of the conveying vehicle.

## Principle exclusions

- Theft cover in respect of thief-attractive property unless details provided to us and cover agreed with your insurer (see also Principal Conditions above).
- All cover in respect of high-risk property unless details provided to us and cover agreed with your insurer (see also Principal Conditions above).
- Goods comprising documents, business records, money, securities for money, negotiable
  instruments, unused postage stamps, savings stamps, cash, credit, debit and/or charge cards,
  consumer redemption vouchers, stamps or cards, lottery tickets and/or scratch cards and property of
  a similar nature to that above.
- Property stored at a rental, unless you have bought additional warehousing cover.
- Theft of property by deception or by anyone purporting to be a sub-contractor.
- Damage caused by faulty packing where you have contracted to pack.
- Cover for consequential losses in excess of the amount of the carriage charges
- Terrorism.

# Claims history

As declared to us (see also 'Duty of disclosure' above)

#### Premium

See 'Insurance Premium Summary' page

For the full terms and conditions of cover, a draft copy of the policy can be supplied by us on request.